

REITLER KAILAS & ROSENBLATT LLC  
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**Objection Deadline:**  
**January 26, 2019 @ 4:00 pm Eastern**

*Attorneys for Adam Levine Productions, Inc.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re : Chapter 11  
: :  
SEARS HOLDINGS CORPORATION., et al.,<sup>1</sup> : Case No. 18-23538-RDD  
: :  
Debtors. : (Jointly Administered)  
-----X

**OBJECTION OF ADAM LEVINE PRODUCTIONS, INC. TO NOTICE OF  
CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT  
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN  
CONNECTION WITH GLOBAL SALE TRANSACTION**

TO THE HONORABLE ROBERT D. DRAIN,  
UNITED STATES BANKRUPTCY JUDGE:

Adam Levine Productions, Inc. (“ALP”), by and through its attorneys, Reitler Kailas  
& Rosenblatt LLC, files this objection to the notice of cure costs and potential assumption and

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax Identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

assignment of executory contracts and unexpired leases in connection with global sale transaction [DE 1731] filed by Sears Holdings Corporations, et. al (the “Debtors”). In support of this objection, ALP respectfully sets forth and represents:

**Objection to Cure Amount**

1. The Debtors filed voluntary petitions under Chapter 11 of Title 11 of the United States Code on October 15, 2018 (the “Petition Date”).

2. ALP and Kmart Corporation are parties to a Trademark and License Agreement dated on or about December 20, 2012 (the “License Agreement”), as thereafter amended and extended through a Fifth Amendment, dated September 14, 2018 (the “Fifth Amendment”), carrying a term through August 1, 2020.

3. The License Agreement is listed by the Debtors on the list of contracts which may be assumed and assigned by the Successful Bidder in connection with the Global Asset Sale Transaction (as those terms are defined in the Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Lease in Connection with Global Sale Transaction [DE 1731]).

4. The License Agreement is subject to certain confidentiality provisions.

5. The Debtors allege, erroneously, that the cure amount due to ALP upon the assumption and assignment of the License Agreement would be \$180,854. ALP objects to this purported cure amount as not being in accord with the terms of the License Agreement and payments made and due thereunder.

6. Subject to further review and analysis, upon the assumption and assignment of the License Agreement, the correct cure amount is currently approximately \$390,891.09, plus any additional post-Petition Date quarterly payment due through the actual closing on the sale.

7. Pursuant to the confidentiality provisions under the License Agreement, ALP will make available to the Debtors and to the proposed assignee of the License Agreement the details and documentation supporting the calculation of this cure amount.

**Adequate Assurance of Future Performance**

8. In light of the pressing sale and objection deadlines and dates, ALP has not received, and has not had sufficient time to review, adequate information demonstrating the ability of the assignee of the License Agreement to perform its obligations under the License Agreement. Pending receipt of further information, ALP reserves its rights to object to the Debtors' demonstration of adequate assurances of future performance under the License Agreement.

Dated: New York, New York  
January \_\_, 2019

REITLER KAILAS & ROSENBLATT LLC  
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By: s/ Yann Geron

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